work under the supervision of the construction leaders from Martinsburg. The Employer states that upon completion of the construction, production jobs will be offered to these 25 men. It can be said, therefore, that these 25 men have every reasonable expectation of being retained in employment at the Pleasant Gap plant after the plant has become fully operative. As the Employer's total anticipated work force is 120, these 25 employees, together with the 30 limestone removal employees, constitute in excess of 45 percent of such work force. However, because the processing and manufacturing operations will not commence until sometime after August 1, 1951, we will not direct that an immediate election be held. We shall provide that an election be held at such time after August 1, 1951, as the Regional Director shall determine that a representative and substantial segment of the total work force to be engaged in the processing and manufacturing operations has been employed, subject to submission by the Petitioner of an adequate showing of representation in such representative group.[6] Eligibility shall be determined by the payroll of the period immediately preceding the issuance of a notice of election.

[Text of Direction of Election omitted from publication in this volume.]

[6] *Waite Carpet Company*, 85 NLRB 1130; *Rathy Shoes, Inc., Inc*, 88 NLRB 1035; *Weyerhaeuser Timber Company*, 93 NLRB 887.

WILSON ATHLETIC GOODS MANUFACTURING CO., INC. *and* UNITED TEXTILE WORKERS OF AMERICA, AFL, PETITIONER. *Cases Nos. 10–RC–137 and 10–RC–139. July 31, 1951*

Decision and Direction of Elections

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Frank E. Hamilton, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Reynolds, and Styles].

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organizations involved claim to represent certain employees of the Employer.[1]

[1] International Fur and Leather Workers Union was permitted to intervene in both cases.

3. A question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The appropriate unit:

The Employer owns and operates approximately 10 plants throughout the country, including the 2 plants at Tullahoma, Tennessee, which are alone involved in this case. The Petitioner contends that each of these 2 plants should constitute a separate bargaining unit, while the Intervenor insists that only a single unit embracing both plants would be appropriate. The Employer takes no position on this question.

As in the case of the Employer's other plants, the Tullahoma plants, which are situated directly across the street from each other, are both subject to the same general, company-wide policies, their labor relations policies being determined by the Employer's industrial relations director who has his office in Chicago, Illinois. There is, however, no functional integration between the plants; the manufacturing methods and products of each are entirely different. In one plant golf clubs are produced, while in the other the principal products are baseballs and softballs. There is no exchange of employees between the two plants, apparently because experience acquired at one plant is of little or no value at the other. The work at the golf club plant involves a good deal of skilled work, whereas that at the baseball plant is mostly unskilled or semiskilled. On the local level, each plant has its own manager, who aside from having general managerial powers over production, also has the power to hire and discharge, subject to the final approval of the industrial relations director. There is no history of collective bargaining at these plants. The record does not indicate that the Tullahoma plants stand in any closer relation to each other than they do to any of the Employer's other plants.

In view of the foregoing facts, we believe that there does not exist sufficient community of interest between the employees in the two plants to warrant combining them in a single bargaining unit. Accordingly, we find that the single-plant units sought by the Petitioner are appropriate.

In the baseball and golf club plants there are, respectively, one and two watchmen. The Petitioner and Intervenor would include, and the Employer would exclude, these employees. The principal duties of the watchmen are patrolling the plants to see that doors and windows are closed, controlling admissions to the plant, and maintaining order. The watchmen in the golf club plant do a certain amount of janitorial work, such as sweeping floors, but no more than 25 percent of their time is spent on such duties. The watchman in the baseball plant has no janitorial duties. We find that the watchmen in both

plants are guards within the meaning of the Act and we shall, therefore, exclude them from the units herein found appropriate.[2]

The Employer would exclude the shipping clerks in each plant as office clericals, and the Petitioner would include them as plant clericals.[3] These clerks spend most of their time filling out bills of lading, checking goods into the plant, and checking out shipments. They also direct the filling of orders. They do not supervise the work of other employees. Occasionally, the shipping clerks are called upon to do certain physical labor in connection with their regular duties. They do not work in the plant office but in the shipping room, which is connected with the stockroom. All these clerks are hourly paid and normally work the same hours as the other employees. Upon the foregoing facts, we find that the shipping clerks are plant clericals, and that they should be included in the production and maintenance units.[4]

We find that the following separate units are appropriate for collective bargaining purposes within the meaning of Section 9 (b) of the Act:

(1) All production and maintenance employees at the Employer's Tullahoma, Tennessee, baseball plant, including the shipping clerks, but excluding office clerical employees, the watchman, the truck driver, the home sewers, the head inspector, and all supervisors.

(2) All production and maintenance employees at the Employer's Tullahoma, Tennessee, golf club plant, including the shipping clerks, but excluding office clericals, the watchmen, the head inspector, and all supervisors.

[Text of Direction of Elections omitted from publication in this volume.]

[2] *Mullins Lumber Company and Schoolfield Industries, Division of Mullins Lumber Company*, 94 NLRB 28; and *Memphis Cold Storage Warehouse Company*, 91 NLRB 1404.

[3] The Intervenor would include the shipping clerks in the baseball plant, but would exclude those in the golf club plant.

[4] *Southern Athletic Company, Inc.*, 86 NLRB 908, 909.

THE BARRETT DIVISION, ALLIED CHEMICAL & DYE CORPORATION *and* INTERNATIONAL BROTHERHOOD OF FIREMEN & OILERS, LOCAL NO. 8, AFL, PETITIONER. *Case No. 13–RC–1913. July 31, 1951*

Decision and Direction of Election

Upon a petition duly filed, a hearing was held before Albert Gore, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.[1]

[1] At the hearing United Construction Workers, United Mine Workers of America, Local No. 440, the Intervenor, moved to dismiss the petition on the grounds that (a) a sub-